

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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VICE PRESIDENT AND GENERAL COUNSEL

RECORDATION NO. 7320-B Filed 1220

AUG 18 1987 -3 40 PM

INTERSTATE COMMERCE COMMISSION

August 12, 1987

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RECORDATION NO. 7320-C Filed 1220

AUG 18 1987 -3 40 PM

INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
September 1, 1973, among Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company, as Assignee, and
General Electric Company

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of First Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 15, 1987, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 1, 1973, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

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Agreement of Conditional Sale dated as of September 1, 1973, between General Electric Company and Southern Pacific Transportation Company, recorded on January 24, 1974, at 2:45 PM, assigned Recordation No. 7320; and

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7320-A.

In connection with the recording of the enclosed First Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 15, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

First Supplemental Agreement dated as of June 15, 1987, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
First Supplemental Agreement

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|---|
| 10 | Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3192, 4117, 4118, 4420-4423, 4425, 4426, and 4428 (GRIP Dates - December 1977, August 1977, December 1977, March 1977, March 1977, March 1977, May 1977, June 1977, June 1977, and July 1977, respectively. |

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Assignment and Transfer of Certain Road Equipment
dated as of June 15, 1987, among Southern Pacific
Transportation Company, Vendee, Metropolitan Life
Insurance Company, Assignee, and General Electric
Company, Builder.

General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|--|
| 11 | Diesel Locomotives; General Electric Company, builder; lettered SP and numbered 8786 - 8796. |

When the recording of the First Supplemental Agreement
and the Assignment and Transfer have been completed, will
you kindly endorse, with the pertinent recording information,
all executed counterparts thereof, and return the remainder
of the same to the undersigned.

Very truly yours,


Lenora Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

Lenona Young
Legal Assistant
Southern Pacific Building
One Market Plaza
San Francisco, CA. 94105

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-18-87 at 3:40PM, and assigned re-
recording number(s). 7423-H&I, 7573-H & I, 7765-H&I, 7850-J&K, 8541-H&I
8947-G&H, 9339-F&G, 9928-E&F, 10265-J&K, 10631-J&K, 11665-B&C, 6941-L&M, 7855-L&M,
7320-B&C, & 7301-B&C

Sincerely yours,

Norita L. McGee
Secretary

Enclosure(s)

FIRST

AUG 18 1987 -3 40 PM

SUPPLEMENTAL AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of June 15, 1987, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and Metropolitan Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York (said Company hereinafter called "Assignee"), with a principal office and place of business at One Madison Avenue, New York, New York, as Agent acting under an Agreement dated as of the first day of September, 1973.

WITNESSETH

WHEREAS, General Electric Company, a corporation organized and existing under and by virtue of the laws of the State of New York (hereinafter called the "Builder"), and the Company have entered into an Agreement of Conditional Sale dated as of September 1, 1973 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of diesel locomotives, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title

and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of September 1, 1973 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on January 24, 1974, and assigned Recordation No. 7320; and

WHEREAS, certain diesel locomotives (hereinafter called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

| <u>Number of Units</u> | <u>Description</u> |
|----------------------------|---|
| 10 | Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3192, 4117, 4118, 4420-4423, 4425, 4426, and 4428 (GRIP Dates - December 1977, August 1977, December 1977, March 1977, March 1977, March 1977, May 1977, June 1977, June 1977, and July 1977, respectively. |

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this First Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.

4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. This First Supplemental Agreement may be executed in any number of counterparts, each of which so executed

shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.. Although this First Supplemental Agreement is dated for convenience as of June 15, 1987, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Agreement to be duly executed as of the date first above written.


SOUTHERN PACIFIC
TRANSPORTATION COMPANY

By 
Treasurer


Attest:


Assistant Secretary

METROPOLITAN LIFE INSURANCE
COMPANY, as Assignee

TFC By 
Senior Vice President

Attest:


Assistant Secretary
F. V. MAGUIRE

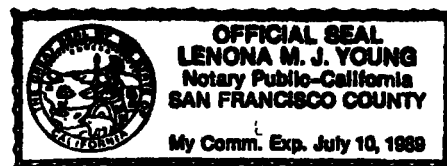
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)
) ss.
)

On this 15th day of June, 1987, before me personally appeared E. F. GRADY, to me personally known, who being by me duly sworn, says that he is Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenona M. J. Young
Notary Public



STATE OF NEW YORK)
) ss.
CITY AND COUNTY OF NEW YORK)

On this _____ day of June, 1987, before me personally appeared PETER S. HADLEY, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of METROPOLITAN LIFE INSURANCE COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brian C. Crombie
Notary Public

BRIAN C. CROMBIE
NOTARY PUBLIC, State of New York
No. 43-4849121
Qualified in Richmond County
Commission Expires October 31, 1989